

## Certificate of Notice Page 1 of 6

United States Bankruptcy Court

Eastern District of Pennsylvania

In re:

Ronnie E. Payne

Debtor

Case No. 19-15257-elf

Chapter 13

District/off: 0313-2

User: admin

Page 1 of 2

Date Rcvd: Mar 19, 2021

Form ID: pdf900

Total Noticed: 6

The following symbols are used throughout this certificate:

**Symbol      Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 21, 2021:****Recip ID****Recipient Name and Address**

- |    |   |
|----|---|
| db | + Ronnie E. Payne, 215 E. Cliveden Street, Philadelphia, PA 19119-2312                                      |
| cr | + SPECIALIZED LOAN SERVICING LLC, 6200 S. Quebec Street, Greenwood Village, CO 80111-4720                   |
| cr | + Specialized Loan Servicing LLC, 14841 Dallas Parkway, Suite 425, Dallas, TX 75254-8067                    |
| cr | + Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386               |
| cr | + Wells Fargo Bank, N.A., c/o THOMAS YOUNG HAE SONG, 1617 JFK Blvd. Suite 1400, Philadelphia, PA 19103-1814 |

TOTAL: 5

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

**Recip ID****Notice Type: Email Address****Date/Time****Recipient Name and Address**

- |    |                                      |                      |   |
|----|--------------------------------------|----------------------|---|
| cr | + Email/PDF: gecsed@recoverycorp.com | Mar 20 2021 04:21:30 | Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021 |
|----|--------------------------------------|----------------------|---|

TOTAL: 1

**BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

**NOTICE CERTIFICATION**

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Mar 21, 2021

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 19, 2021 at the address(es) listed below:

Name                          Email Address

CHRISTOPHER A. DENARDO

on behalf of Creditor Specialized Loan Servicing LLC pabk@logs.com logsecf@logs.com

DAVID B. SPITOFSKY

District/off: 0313-2

User: admin

Page 2 of 2

Date Rcvd: Mar 19, 2021

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on behalf of Debtor Ronnie E. Payne spitofskybk@verizon.net spitofskylaw@verizon.net

KRISTEN D. LITTLE

on behalf of Creditor Specialized Loan Servicing LLC pabk@logs.com klittle@logs.com;logsecf@logs.com

KRISTEN D. LITTLE

on behalf of Creditor SPECIALIZED LOAN SERVICING LLC pabk@logs.com klittle@logs.com;logsecf@logs.com

REBECCA ANN SOLARZ

on behalf of Creditor American Heritage Credit Union bkgroup@kmllawgroup.com

THOMAS YOUNG.HAE SONG

on behalf of Creditor Wells Fargo Bank N.A. paeb@fedphe.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 8

I Payne Stipulation Bankruptcy Case # 19-15257/ELF

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE: Ronnie E Payne  
Debtor,**

**Specialized Loan Servicing, LLC  
Movant.**

**v.**

**Ronnie E Payne  
Debtor/Respondent,**

**William C. Miller, Trustee  
Additional Respondent.**

**BANKRUPTCY CASE NUMBER  
19-15257/ELF**

**CHAPTER 13**

**11 U.S.C. § 362**

**STIPULATION AND ORDER**

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

1. This Stipulation shall govern all post-petition payments due and owing to Movant, including those that fall due after the arrears, as set forth below, are cured.

2. The post-petition arrearages on the mortgage held by Movant on Debtor's property at 215 East Cliveden Street, Philadelphia, PA 19119 (the "Property"), are \$10,949.54.

The breakdown of the arrears is as follows:

Post-Payments from 10/01/2020 to 03/01/2021 at \$1,652.09 each	\$9,912.54
Suspense Balance	\$(1.00)
Bankruptcy Fees	\$850.00
Bankruptcy Costs	\$188.00

3. If Debtor provides proof of negotiated payments not already credited, they will receive credit for those payments.

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4. Debtor shall cure the arrearages in the following manner:

(a) The balance of the arrears, to-wit, \$10,949.54, shall be cured by the Debtor through the Chapter 13 Plan. Debtor shall file an amended Chapter 13 Plan to pay the entire new adjusted arrearage claim of \$10,949.54 to Movant (original arrearage claim of \$0.00 + post arrears of \$10,949.54) by March 22, 2021. Movant shall file an amended proof of claim to reflect the same;

5. Debtor shall resume making the regular monthly mortgage payments on April 1, 2021. If funds are not received prior to the 16<sup>th</sup> of the month, then the payment shall include all applicable late charges;

(a) Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change, and the monthly payment amount due under the terms of the Stipulation shall change accordingly;

(b) All payments to Movant shall include the Loan No. written on the face thereof, and shall be made directly to Attention: Specialized Loan Servicing, LLC, 6200 S. Quebec Street, Greenwood Village, CO 80111;

(c) Should the Debtor's post-confirmation plan be denied confirmation, counsel for Movant may file a Certification of Default with the Court and the Court shall enter an Order granting relief as to the Property.

(d) All payments made pursuant to this Stipulation and Order shall be applied first to reimburse Movant for its attorneys' fees and costs (as provided for above) in connection with this motion. All further payments will be applied to the arrears and/or monthly payments in the manner prescribed by the Mortgage and Note.

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6. In the event that Debtor fails to file an Amended Chapter 13 Plan within the time period prescribed above, or if Debtor fails to make any of the payments set forth above, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure the default within 15 days of the notice. If the default continues to the following month, the Debtor shall include funds to cure that month's default as well. If Debtor should fail to cure the default within 15 days, Movant may file a Certification of Default with the Court, and upon the filing of the Certification, the Court shall enter an Order granting Movant relief from the automatic stay as to the Property.

7. In the event the instant bankruptcy case is converted to a case under Chapter 7, this shall constitute a default under the terms of this Stipulation. Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from the date of conversion. Should the Debtor fail to cure the arrears within ten (10) days from the date of conversion, counsel for Movant may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property.

8. Debtor understands that should Movant be forced to provide a written Notice of Default of this Stipulation, that Debtor shall be responsible for any reasonable attorney fees of \$100.00 per Notice of Default and \$200.00 per Certification of Default incurred by Movant as a result of preparation of same.

9. The proof of claim of Specialized Loan Servicing, LLC is hereby updated to conform to this Agreed order, and further, this Agreed Order shall serve as a Supplemental Proof of Claim.

10. Debtor agrees that the Court may waive Rule 4001(a) (3), permitting Movant to immediately implement and enforce the Court's order.

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The parties request that this Honorable Court approve this stipulation.

03/15/2021

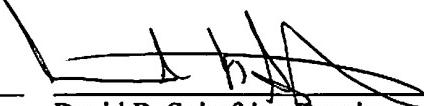
/s/ Kristen D. Little

Dated:

Christopher A. DeNardo 78447  
Kristen D. Little 79992  
Attorney for Movant

Dated:

3/12/2021

  
David B. Spitoftsky, Esquire  
Attorney for Debtor

Dated:

03/17/2021

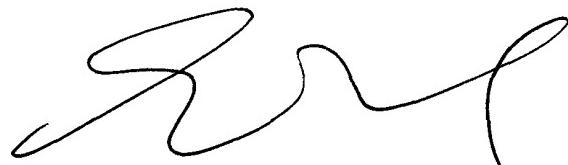
/s/ LeRoy W. Ethridge on behalf of

\*\*

William C. Miller  
Trustee

**O R D E R**

AND NOW, this 19th day of March, 2021, it is hereby  
ORDERED that the foregoing Stipulation is approved, ~~X shall be, and X shall be an Order of this  
Court~~



HONORABLE ERIC L. FRANK  
UNITED STATES BANKRUPTCY JUDGE

\*\* The standing trustee has received a stipulation. Since we are without the current ability to return a signed stipulation copy, indicating that we have no objection to its terms, without prejudice to any of our rights and remedies, you are authorized to affix my electronic signature - /s/ - incorporating that conditional language